

# UNITED CONCORDIA

## UNITED CONCORDIA

4401 Deer Path Road  
Harrisburg, PA 17110

**Dental Plan  
Certificate of Insurance**

**Network Plan**

**STATE OF MARYLAND PPO  
842843000, 842843001, 842843002, 842843004,  
842843006, 842843007, 842843008, 842843009  
JULY 1, 2013**

**In AL, United Concordia is underwritten by  
United Concordia Dental Corporation of Alabama**

**In AK, AR, AZ, CA, CO, CT, FL, GA, HI, IA, ID, IN, KS, LA, MA, MD, ME, MN, MI, MS,  
MT, NE, NV, NH, NM, ND, OH, OK, OR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WV, WY,  
United Concordia is underwritten by  
United Concordia Insurance Company**

**In DE, DC, IL, KY, MD, MO, NC, NJ, PA, United Concordia is underwritten by  
United Concordia Life and Health Insurance Company**

**In NY, United Concordia is underwritten by  
United Concordia Insurance Company of New York**

**Notice to Florida residents: The benefits of the policy providing your  
coverage are governed by a state other than Florida.**

# **CERTIFICATE OF INSURANCE**

## **INTRODUCTION**

This Certificate of Insurance provides information about Your dental coverage. Read it carefully and keep it in a safe place with Your other valuable documents. Review it to become familiar with Your benefits and when You have a specific question regarding Your coverage.

To offer these benefits, Your Group has entered into a Group Policy of insurance with United Concordia. The benefits are available to You as long as the Premium for You and any enrolled Dependents is paid and obligations under the Group Policy are satisfied. In the event of conflict between this Certificate and the Group Policy, the Group Policy will rule. This Certificate is not a summary plan description under the Employee Retirement Income Security Act (ERISA).

If You have any questions about Your coverage or benefits, please call our Customer Service Department toll-free at:

(888) 638-3384

For general information, Participating Dentist or benefit information, You may also log on to our website at:

[www.unitedconcordia.com](http://www.unitedconcordia.com)

Claim forms should be sent to:

United Concordia Companies, Inc.  
Dental Claims  
PO Box 69421  
Harrisburg, PA 17106-9421

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Attached:

Appeal Procedure Addendum  
State Law Provisions Addendum  
Schedule of Benefits  
Schedule of Exclusions and Limitations

## **DEFINITIONS**

Certain terms used throughout this Certificate begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your benefits and the way the dental plan works.

**Certificate Holder(s)** - An individual who has enrolled him/herself and his/her Dependents for dental coverage and for whom Premium payments are due and payable. Also referred to as "You" or "Your" or "Yourself".

**Certificate of Insurance ("Certificate")** - This document, including riders, schedules, addenda and/or endorsements, if any, which describes the coverage purchased from the Company by the Policyholder.

**Coinsurance** - Those remaining percentages or dollar amounts of the Maximum Allowable Charge for a Covered Service that are the responsibility of either the Certificate Holder or his/her enrolled Dependents after the Plan pays the percentages or dollar amounts shown on the Schedule of Benefits for a Covered Service.

**Company** - United Concordia, the insurer. Also referred to as "We", "Our" or "Us".

**Coordination of Benefits ("COB")** - A method of determining benefits for Covered Services when the Member is covered under more than one plan to prevent duplication of payment so that no more than the incurred expense is paid.

**Cosmetic** - Those procedures which are undertaken primarily to improve or otherwise modify the Member's appearance.

**Covered Service(s)** - A service or supply specified in this Certificate and the Schedule of Benefits for which benefits will be covered subject to the Schedule of Exclusions and Limitations, when rendered by a dentist, or any other duly licensed dental practitioner under the scope of the individual's license when state law requires independent reimbursement of such practitioners.

**Deductible(s)** - A specified amount of expenses set forth in the Schedule of Benefits for Covered Services that must be paid by the Member before the Company will pay any benefit.

**Dentally Necessary** - A dental service or procedure is determined by a dentist to either establish or maintain a patient's dental health based on the professional diagnostic judgment of the dentist and the prevailing standards of care in the professional community. The determination will be made by the dentist in accordance with guidelines established by the Company. When there is a conflict of opinion between the dentist and the Company on whether or not a dental service or procedure is Dentally Necessary, the opinion of the Company will be final.

**Dependent(s)** - Certificate Holder's enrolled spouse or domestic life partner and their dependents as defined by the Policyholder and/or state law and any enrolled child, adoptive child, or stepchild of a Certificate Holder, or an enrolled child subject to a court order or placed by an administrative agency with a Certificate Holder:

- (a) until the end of the month the child reaches the limiting age of 26; or
- (b) to any age beyond the limiting age listed above if the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

For a child under the limiting age listed above, the following factors will not affect eligibility to enroll as a Dependent: financial dependency on or residency with the Certificate Holder; marital status; student status; employment; eligibility to enroll for coverage under another policy or contract; or any combination of these factors.

**Effective Date** - The date on which the Group Policy begins or coverage of enrolled Members begins.

**Exclusion(s)** – Services, supplies or charges that are not covered under the Group Policy as stated in the Schedule of Exclusions and Limitations.

**Experimental or Investigative** - The use of any treatment, procedure, facility, equipment, drug, or drug usage device or supply which the Company, determines is not acceptable standard dental treatment of the condition being treated, or any such items requiring federal or other governmental agency approval which was not granted at the time the services were rendered. The Company will rely on the advice of the general dental community including, but not limited to dental consultants, dental journals and/or governmental regulations, to make this determination.

**Grace Period** - A period of no less than 31 days after Premium payment is due under the Policy, in which the Policyholder may make such payment and during which the protection of the Group Policy continues, subject to payment of Premium by the end of the Grace Period.

**Group Policy** - The agreement between the Company and the Policyholder, under which the Certificate Holder is eligible to enroll.

**Limitation(s)** - The maximum frequency or age limit applied to a Covered Service set forth in the Schedule of Exclusions and Limitations incorporated by reference into this Certificate.

**Maximum(s)** - The greatest amount the Company is obligated to pay for all Covered Services rendered during a specified period as shown on the Schedule of Benefits.

**Maximum Allowable Charge** - The maximum amount the Plan will allow for a specific Covered Service. Maximum Allowable Charges may vary depending upon the contract between the Company and the particular Participating Dentist rendering the service. Depending upon the Plan purchased by the Policyholder, Maximum Allowable Charges for Covered Services rendered by Non-Participating Dentists may be the same or higher than such charges for Covered Services rendered by Participating Dentists in order to help limit out-of-pocket costs of Members choosing Non-Participating Dentists.

**Member(s)** - Certificate Holder(s) and their Dependent(s).

**Non-Participating Dentist** - A dentist who has not signed a contract with the Company or an affiliate of the Company.

**Participating Dentist** - A dentist who has executed a Participating Dentist Agreement with the Company or an affiliate of the Company, under which he/she agrees to accept the Company's Maximum Allowable Charges as payment in full for Covered Services.

**Plan** - Dental benefits pursuant to this Certificate and attached Schedule of Exclusions and Limitations and Schedule of Benefits.

**Policyholder** - Organization that executes the Group Policy. Also referred to as "Your Group".

**Premium** - Payment that the Policyholder must remit to the Company in exchange for coverage of the Policyholder's Members.

**Renewal Date** - The date on which the Group Policy renews. Also known as anniversary date.

**Schedule of Benefits** - Attached summary of Covered Services, Plan payment percentages, Deductibles, Waiting Periods and Maximums applicable to benefits payable under the Plan.

**Schedule of Exclusions and Limitations** – Attached list of Exclusions and Limitations applicable to benefits, services, supplies or charges under the Plan.

**State Law Provisions Addendum** – Attached document containing specific provisions required by state law to be modified, deleted from, and/or added to the Certificate of Insurance.

**Termination Date** - The date on which the dental coverage ends for a Member or the Group Policy terminates.

**Waiting Period(s)** - A period of time a Member must be enrolled under the Group Policy before benefits will be paid for Covered Services as shown on the attached Schedule of Benefits.

## **ELIGIBILITY AND ENROLLMENT -- WHEN COVERAGE BEGINS**

### **New Enrollment**

If You have already satisfied Your Group's eligibility requirements when the Group Policy begins and Your enrollment information is supplied to Us, Your coverage and Your Dependents' coverage will begin on the Effective Date of the Group Policy provided We receive the Premium.

If You join the Group or become employed after the initial Effective Date of the Group Policy, in order to be eligible to enroll, You must first satisfy any eligibility requirements of Your Group. Your Group will inform You of these requirements.

You must supply the required enrollment information on Yourself and Your Dependents within 60 days of the date You meet these requirements. Your Dependents must also meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Your coverage and Your Dependents' coverage will begin on the date specified in the enrollment information supplied to Us provided Premium is paid.

The Company is not liable to pay benefits for any services started prior to a Member's Effective Date of coverage. Multi-visit procedures are considered "started" when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. Procedures started prior to the Member's Effective Date are the liability of the Member or a prior insurance carrier.

### **Enrollment Changes**

After Your initial enrollment, there are certain life change events that permit You to add Dependents. These events are:

- birth of a child;
- adoption of a child;
- court order of placement or custody of a child;
- marriage of the Certificate Holder;
- domestic partnership of the Certificate Holder.

To enroll a new Dependent as a result of one of these events, You must notify Your Group and supply the required enrollment change information within 60 days of the date You acquired the Dependent. The Dependent must meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Except for newly born or adoptive children, coverage for the new Dependent will begin on the date specified in the enrollment information provided to Us as long as the Premium is paid.

Newly born children of a Member will be considered enrolled from the moment of birth. Adoptive children will be considered enrolled from the date of adoption or placement, except for those adopted or placed within 60 days of birth who will be considered enrolled Dependents from the moment of birth. In order for coverage of newly born or adoptive children to continue beyond the first 60 day period, the child's enrollment information must be provided to Us and the required Premium must be paid within the 60 day period.

For an enrolled Dependent child who is mentally or physically handicapped, evidence of his/her reliance on You for maintenance and support due to his/her condition must also be supplied to Us within 30 days after said Dependent attains the limiting age shown in the definition of Dependent. Such evidence will be requested based on information provided by the Member's physician but no more frequently than annually.

Dependent coverage may only be terminated when certain life change events occur. These events include:

- death of the Certificate Holder or a Dependent; or
- divorce or dissolution of domestic partnership of the Certificate Holder; or
- for a child, reaching the limiting age specified in the definition of Dependent

### **Late Enrollment**

If You or Your Dependents are not enrolled within 60 days of initial eligibility or a life change event, You or Your Dependents cannot enroll until the next open enrollment period conducted for Your Group or unless otherwise required by applicable state or federal law or permitted by Your Group under the rules of its benefit plans. If You are required to provide coverage for a Dependent child pursuant to a court order, You will be permitted to enroll the Dependent child without regard to enrollment season restrictions.

## **HOW THE DENTAL PLAN WORKS**

### **Choice of Provider**

You may choose any licensed dentist for services. However, Your out-of-pocket costs will vary depending upon whether or not Your dentist participates with United Concordia. If You choose a Participating Dentist, You may limit Your out-of-pocket cost. Participating Dentists agree by contract to accept Maximum Allowable Charges as payment in full for Covered Services. Participating dentists also complete and send claims directly to Us for processing. To find a Participating Dentist, visit *Find a Dentist* on Our website at [www.unitedconcordia.com](http://www.unitedconcordia.com) click on client's corner, then State of Maryland or call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Certificate.

If You go to a dentist who is not a United Concordia Participating Dentist, You may have to pay the dentist at the time of service, complete and submit Your own claims and wait for Us to reimburse You. You will be responsible for the dentist's full charge which may result in higher out-of-pocket costs for You.

When You visit the dental office, let Your dentist know that You are covered under a United Concordia program and give the dental office Your contract ID number and group number. If Your dentist has questions about Your eligibility or benefits, instruct the office to call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Certificate or visit *My Patients' Benefits* on Our website at [www.unitedconcordia.com](http://www.unitedconcordia.com) click on client's corner, then State of Maryland.

### **Claims Submission**

Upon completion of treatment, the services performed must be reported to Us in order for You to receive benefits. This is done through submission of a paper claim or electronically. Participating Dentists will report services to Us directly for You and Your Dependents.

Most dental offices submit claims or report services for patients. However, if You do not receive treatment from a Participating Dentist, You may have to complete and send claims to Us in the event the dental office will not do this for You. To obtain a claim form, visit the Members link on our website at [www.unitedconcordia.com](http://www.unitedconcordia.com) click on client's corner, then State of Maryland. Be sure to include on the claim:

- the patient's name
- date of birth
- Your contract ID number

- patient's relationship to You
- Your name and address
- the name and policy number of a second insurer if the patient is covered by another dental plan.

Your dentist should complete the treatment and provider information or supply an itemized receipt for You to attach to the claim form. Send the claim form or predetermination to the address in the Introduction section of this Certificate.

For orthodontic treatment, if covered under the Plan, an explanation of the planned treatment must be submitted to Us. Upon review of the information, We will notify You and Your dentist of the reimbursement schedule, frequency of payment over the course of the treatment, and Your share of the cost.

Should You have any questions concerning Your coverage, eligibility or a specific claim, contact Us at the address and telephone number in the Introduction section of this Certificate or log onto *My Dental Benefits* at [www.unitedconcordia.com](http://www.unitedconcordia.com) click on client's corner, then State of Maryland.

### **Predetermination**

A predetermination is a review in advance of treatment by Us to determine patient eligibility and coverage for planned services. Predetermination is not required to receive a benefit for any service under the Plan. However, it is recommended for extensive, more costly treatment such as crowns and bridges. A predetermination gives You and Your dentist an estimate of Your coverage and how much Your share of the cost will be for the treatment being considered.

To have services predetermined, You or Your dentist should submit a claim showing the planned procedures but leaving out the dates of services. Be sure to sign the predetermination request. Substantiating material such as radiographs and periodontal charting may be requested by Us to estimate benefits and coverage. We will determine benefits payable, taking into account Exclusions and Limitations including alternate treatment options based upon the provisions of the Plan. We will notify you of the estimated benefits.

When the services are performed, simply have Your dentist call Our Interactive Voice Response System at the telephone number in the Introduction section of this Certificate, or fill in the dates of service for the completed procedures on the predetermination notification and re-submit it to Us for processing. Any predetermination amount estimated is subject to continued eligibility of the patient. We may also make adjustments at the time of final payment to correct any mathematical errors, apply coordination of benefits, and comply with Your Plan in effect and remaining program Maximum dollars on the date of service.

## **BENEFITS**

### **Schedule of Benefits**

Your benefits are shown on the attached Schedule of Benefits. The Schedule of Benefits shows:

- the classes and groupings of dental services covered, shown with a "Plan Pays" percentage greater than "0%".
- the percentage of the Maximum Allowable Charges the Plan will pay.
- any Waiting Periods that must be satisfied for particular services before the Plan will pay benefits. Waiting Periods are measured from date of enrollment in the Plan.
- any Deductibles You and/or Your family must pay before any benefits for Covered Services will be paid by the Plan, and the Covered Services for which there is no deductible. The Deductible is applied only to expenses for Covered Services and on either a calendar year or contract year basis (yearly period beginning with the Effective Date of the Group Policy).
- any Maximums for Covered Services for a given period of time; for example, annual for most services and lifetime for orthodontics. Annual Maximums are applied on either a calendar or contract year basis.

## **Your Out-of-Pocket Costs**

In order to keep the Plan affordable for You and Your Group, the Plan includes certain cost-sharing features. If the class or service grouping is not covered under the Plan, the Schedule of Benefits will indicate either “not covered” or “Plan Pays -- 0%”. You will be responsible to pay Your dentist the full charge for these uncovered services.

Classes or service groupings shown with “Plan Pays” percentages greater than 0% but less than 100% require you to pay a portion of the cost for the Covered Service. For example, if the Plan pays 80%, Your share or Coinsurance is 20% of the Maximum Allowable Charge. You are also responsible to pay any Deductibles, charges exceeding the Plan Maximums or charges for Covered Services performed before satisfaction of any applicable Waiting Periods.

## **Services**

The general descriptions below explain the services on the Schedule of Benefits. The descriptions are not all-inclusive – they include only the most common dental procedures in a class or service grouping. Specific dental procedures may be shifted among groupings or classes or may not be covered depending on Your Group’s choice of Plan. Check the Schedule of Benefits attached to this Certificate to see which groupings are covered (“Plan Pays percentage greater than “0%”). Also, have Your provider call Us to verify coverage of specific dental procedures or log on to *My Dental Benefits* or *My Patients’ Benefits* at [www.unitedconcordia.com](http://www.unitedconcordia.com) to check coverage. Services covered on the Schedule of Benefits are also subject to Exclusions and Limitations. Be sure to review the Schedule of Exclusions and Limitations also attached to this Certificate.

- Exams and X-rays for diagnosis – oral evaluations, bitewings, periapical and full-mouth x-rays
- Cleanings, Fluoride Treatments, Sealants for prevention
- Palliative Treatment for relief of pain for dental emergencies
- Space Maintainers to prevent tooth movement
- Basic Restorative to treat caries (cavities, tooth decay) – amalgam and composite resin fillings, stainless steel crowns, crown build-ups and posts and cores
- Endodontics to treat the dental pulp, pulp chamber and root canal – root canal treatment and retreatment, pulpotomy, pulpal therapy, apicoectomy, and apexification
- Non-surgical Periodontics for non-surgical treatment of diseases of the gums and bones supporting the teeth – periodontal scaling and root planing, periodontal maintenance
- Repairs of Crowns, Inlays, Onlays, Bridges, Dentures – repair, recementation, re-lining, re-basing and adjustment
- Simple Extractions – non-surgical removal of teeth and roots
- Surgical Periodontics for surgical treatment of the tissues supporting and surrounding the teeth (gums and bone) – gingivectomy, gingivoplasty, gingival curettage, osseous surgery, crown lengthening, bone and tissue replacement grafts
- Complex Oral Surgery for surgical treatment of the hard and soft tissues of the mouth – surgical extractions, impactions, excisions, exposure, root removal, alveoplasty and vestibuloplasty
- Anesthesia for elimination of pain during treatment – general or nitrous oxide or IV sedation
- Inlays, Onlays, Crowns when the teeth cannot be restored by fillings
- Prosthetics – fixed bridges, partial and complete dentures
- Orthodontics for treatment of poor alignment and occlusion – diagnostic x-rays, active treatment and retention for eligible dependent children

## **Exclusions and Limitations**

Services indicated as covered on the Schedule of Benefits are subject to frequency or age Limitations detailed on the attached Schedule of Exclusions and Limitations. The existence of a Limitation on the Schedule of Exclusions and Limitations does not mean the service is covered under the Plan. Before reviewing the Limitations, You must first check the Schedule of Benefits to see which services are covered. No benefits will be provided for services, supplies or charges detailed under the Exclusions on the Schedule of Exclusions and Limitations.

## **Payment of Benefits**

If You have treatment performed by a Participating Dentist, We will pay covered benefits directly to the Participating Dentist. Both You and the dentist will be notified of benefits covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. Payment will be based on the Maximum Allowable Charge the treating Participating Dentist has contracted to accept.

If You receive treatment from a Non-Participating Dentist, We will send payment for covered benefits to You unless You indicate on the claim that You wish payment to be sent directly to Your treating dentist. You will be notified of the services covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. The Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the dentist any difference between the Plan's payment and the dentist's full charge for the services.

The Company does not disclose claim or eligibility records except as allowed or required by law and then in accordance with federal and state law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

## **Overpayments**

When We make an overpayment for benefits, We have the right to recover the overpayment either from You, from the person to whom it was paid, or from the dentist to whom the payment was made on behalf of the Member. We will recover the overpayment either by requesting a refund or offsetting the amount overpaid from future claim payments. Recovery will be done in accordance with any applicable state laws or regulations.

## **Coordination of Benefits (COB)**

If You or Your Dependents are covered by any other dental plan and receive a service covered by this Plan and the other dental plan, benefits will be coordinated. This means that one plan will be primary and determine its benefits before those of the other plan and without considering the other plan's benefits. The other plan will be secondary and determine its benefits after the primary plan. The secondary plan's benefits may be reduced because of the primary plan's payment. Each plan will provide only that portion of its benefit that is required to cover expenses. This prevents duplicate payments and overpayments. Upon determination of primary or secondary liability, this Plan will determine payment.

1. The following words and phrases regarding the Coordination of Benefits ("COB") provision are defined as set forth below:
  - A) **Allowable Amount** is the Plan's allowance for items of expense, when the care is covered at least in part by one or more Plans covering the Member for whom the claim is made.
  - B) **Claim Determination Period** means a benefit year. However, it does not include any part of a year during which a person has no coverage under this Plan.
  - C) **Other Dental Plan** is any form of coverage which is separate from this Plan with which coordination is allowed. **Other Dental Plan** will be any of the following which provides dental benefits, or services, for the following: Group insurance or group type coverage, whether insured or uninsured. It also includes coverage other than school accident type coverage (including grammar, high school and college student coverages) for accidents only, including athletic injury, either on a twenty-four (24) hour basis or on a "to and from school basis," or group or group type hospital indemnity benefits of \$100 per day or less.
  - D) **Primary Plan** is the plan which determines its benefits first and without considering the other plan's benefits. A plan that does not include a COB provision may not take the benefits of another plan into account when it determines its benefits.
  - E) **Secondary Plan** is the plan which determines its benefits after those of the other plan (Primary Plan). Benefits may be reduced because of the other plan's (Primary Plan) benefits.

- F) **Plan** means this document including all schedules and all riders thereto, providing dental care benefits to which this COB provision applies and which may be reduced as a result of the benefits of other dental plans.
2. The fair value of services provided by the Company will be considered to be the amount of benefits paid by the Company. The Company will be fully discharged from liability to the extent of such payment under this provision.
3. In order to determine which plan is primary, this Plan will use the following rules.
- A) If the other plan does not have a provision similar to this one, then that plan will be primary.
- B) If both plans have COB provisions, the plan covering the Member as a primary insured is determined before those of the plan which covers the person as a Dependent.
- C) Dependent Child/Parents Not Separated or Divorced -- The rules for the order of benefits for a Dependent child when the parents are not separated or divorced are:
- 1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year;
  - 2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
  - 3) The word "birthday" refers only to month and day in a calendar year, not the year in which the person was born;
  - 4) If the other plan does not follow the birthday rule, but instead has a rule based upon the gender of the parent; and if, as a result, the plans do not agree on the order of benefits, the rule based upon the gender of the parent will determine the order of benefits.
- D) Dependent Child/Separated or Divorced Parents -- If two or more plans cover a person as Dependent child of divorced or separated parents, benefits for the child are determined in this order:
- 1) First, the plan of the parent with custody of the child.
  - 2) Then, the plan of the spouse of the parent with the custody of the child; and
  - 3) Finally, the plan of the parent not having custody of the child.
  - 4) If the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent will be the Secondary Plan.
  - 5) If the specific terms of the court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the dental care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in Section 3-C) above, titled Dependent Child/Parents Not Separated or Divorced.
- E) Active/Inactive Member
- 1) For actively employed Members and their spouses over the age of 65 who are covered by Medicare, the plan will be primary.
  - 2) When one contract is a retirement plan and the other is an active plan, the active plan is primary. When two retirement plans are involved, the one in effect for the longest time is primary. If another contract does not have this rule, then this rule will be ignored.
- F) If none of these rules apply, then the contract which has continuously covered the Member for a longer period of time will be primary.
- G) The plan covering an individual as a COBRA continuee will be secondary to a plan covering that individual as a Member or a Dependent.
4. Right to Receive and Release Needed Information -- Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Any health information furnished to a third party will be released in accordance with federal law. Each person claiming benefits under This Plan must give any facts needed to pay the claim.

5. Facility of Payment -- A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Company may pay the amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan, and the Company will not pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the services prepaid by the Company.
6. Right of Recovery -- If the payment made by the Company is more than it should have paid under this COB provision, the Company may recover the excess from one or more of the following: (1) persons it has paid or for whom it has paid; or (2) insurance companies; or (3) other organization. Members are required to assist the Company to implement this section.

### **Workers' Compensation**

When a Member is eligible for Workers' Compensation benefits through employment, the cost of dental treatment for an injury which arises out of and in the course of Member's employment is not a covered benefit under this Plan. Therefore, if the Company pays benefits which are covered by a Workers' Compensation policy, the Company has the right to obtain reimbursement for those benefits paid. The Member must provide any assistance necessary, including furnishing information and signing necessary documents, for the Company to receive the reimbursement.

### **Review of a Benefit Determination**

If You are not satisfied with the Plan's benefit, please contact Our Customer Service Department at the toll-free telephone number in the Introduction section of this Certificate. If, after speaking with a Customer Service representative, You are still dissatisfied, refer to the Appeal Procedure Addendum attached to this Certificate for further steps You can take regarding Your claim.

## **TERMINATION -- WHEN COVERAGE ENDS**

Your coverage and/or Your Dependents' coverage will end:

- on the date You lose eligibility under Your Group's eligibility requirements; or
- on the date Premium payment ceases for You and/or Your Dependents, as specified by your Group; or
- on the date Your Dependent(s) cease to meet the requirements in the definition of Dependent in the Definitions section of this Certificate;

If Your coverage or Your Dependents' coverage is terminated as described above, coverage for completion of a dental procedure requiring two or more visits on separate days will be extended for a period of 90 days after the Member's Termination Date in order for the procedure to be finished. The procedure must be started prior to the Member's Termination Date. The procedure is considered "started" when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. For orthodontic treatment, if covered under the Plan, coverage will be extended through the end of the month of the Member's Termination Date.

If Your coverage ends, Your Dependents' coverage will end on the same date unless otherwise specified in a State Law Provisions Addendum to this Certificate. If the Group Policy is cancelled, Your coverage and Your Dependents' coverage will end on the Group Policy Termination Date.

In the event of a default in Premium payment by the Policyholder, coverage will remain in effect for the Grace Period extended for payment of the overdue Premium. If the Premium is not received by the end of the Grace Period, the Group Policy will be cancelled and coverage will terminate the first day following the end of the Grace Period.

The Company is not liable to pay any benefits for services, including those predetermined, which are performed after the Termination Date of a Member's coverage or of the Group Policy.

### **CONTINUATION COVERAGE**

Federal law may require certain employers to offer continuation coverage to Members for a specified period of time upon termination of employment or reduction of work hours for any reason other than gross misconduct. You should contact Your employer to find out whether or not this requirement applies to You and Your employer. Your employer will advise You of Your rights to continuation coverage and the cost. If this requirement does apply, You must elect to continue coverage within 60 days from Your qualifying event or notification of rights by Your employer, whichever is later. You may elect to extend Dependent(s)' coverage, or the Dependent(s) may elect to continue coverage under certain circumstances or qualifying events. Dependent(s) must elect to continue coverage within 60 days from the event or notification of rights by Your employer, whichever is later. You must pay the required premium for continuation coverage directly to your employer. The Company is not responsible for determining who is eligible for continuation coverage.

### **GENERAL PROVISIONS**

This Certificate includes and incorporates any and all riders, endorsements, addenda, and schedules and together with the Group Policy represents the entire agreement between the parties with respect to the subject matter. The failure of any section or subsection of this Certificate shall not affect the validity, legality and enforceability of the remaining sections.

Except as otherwise herein provided, this Certificate may be amended, changed or modified only in writing and thereafter attached hereto as part of this Certificate.

The Company may assign this Certificate and its rights and obligations hereunder to any entity under common control with the Company.

This Certificate will be construed for all purposes as a legal document and will be interpreted and enforced in accordance with pertinent laws and regulations of the state indicated on the State Law Provisions Addendum.

## **Appeals Procedure Addendum**

### **United Concordia Insurance Company**

This Addendum is effective on the Effective Date as stated in the Certificate of Coverage "Certificate" and attached to and made part of the Certificate.

### **Health Care Insurer Appeals Process Information Packet**

**CAREFULLY READ THE INFORMATION IN THIS PACKET AND KEEP IT FOR FUTURE REFERENCE.  
IT HAS IMPORTANT INFORMATION ABOUT HOW TO APPEAL DECISIONS WE MAKE  
ABOUT YOUR HEALTH CARE.**

### **Getting Information About the Health Care Appeals Process** **Help in Filing an Appeal: Standardized Forms and Consumer Assistance From** **the Department of Insurance**

We must send you a copy of this information packet when you first receive your policy, and within 5 business days after we receive your request for an appeal. When your insurance coverage is renewed, we must also send you a separate statement to remind you that you can request another copy of this packet. We will also send a copy of this packet to you or your treating provider at any time upon request. Just call our Customer Service Unit number at 1-800-332-0366 to ask.

At the back of this packet, you will find forms you can use for your appeal. The Arizona Insurance Department ("the Department") developed these forms to help people who want to file a health care appeal. You are not required to use them. We cannot reject your appeal if you do not use them. If you need help in filing an appeal, or you have questions about the appeals process, you may call the Department's Consumer Assistance Office at 1-602-364-2499 or 1-800-325-2548 or call the Customer Service Unit at 1-800-332-0366.

### **How to Know When You Can Appeal**

When we do not authorize or approve a service or pay for a claim, we must notify you of your right to appeal that decision. Your notice may come directly from us, or through your treating provider.

### **Decisions You Can Appeal**

You can appeal the following decisions:

1. We do not approve a service that you or your treating provider has requested.
2. We do not pay for a service that you have already received.
3. We do not authorize a service or pay for a claim because we say that it is not "dentally necessary."
4. We do not authorize a service or pay for a claim because we say that it is not covered under your insurance policy, and you believe it is covered.
5. We do not notify you, within 10 business days of receiving your request, whether or not we will authorize a requested service.
6. We do not authorize a referral to a specialist.

### **Decisions You Cannot Appeal**

You cannot appeal the following decisions:

1. You disagree with our decision as to the Maximum Allowable Charge amount.
2. You disagree with how we are coordinating benefits when you have health insurance with more than one insurer.
3. You disagree with how we have applied your claims or services to your plan deductible.
4. You disagree with the amount of coinsurance or co-payments that you paid.
5. You disagree with our decision to issue or not issue a policy to you.
6. You are dissatisfied with any rate increases you may receive under your insurance policy.
7. You believe we have violated any other parts of the Arizona Insurance Code.

If you disagree with a decision that is not appealable according to this list, you may still file a complaint with the Arizona Department of Insurance, Consumer Affairs Division, 2910 N. 44<sup>th</sup> Street, Suite 210, Phoenix, AZ 85018-7269.

### **Who Can File An Appeal?**

Either you or your treating provider can file an appeal on your behalf. At the end of this packet is a form that you may use for filing your appeal. You are not required to use this form, and can send us a letter with the same information. If you decide to appeal our decision to deny authorization for a service, you should tell your treating provider so the provider can help you with the information you need to present your case.

### **Description of the Appeals Process**

The standard appeals process has three levels; informal, formal, and external

#### **Standard Appeals**

- Level 1 Internal Informal Reconsideration
- Level 2 Internal Formal Appeal
- Level 3 External Independent Dental Review

We make the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. You are not responsible to pay the costs of the external review if you choose to appeal to Level 3.

<b>STANDARD APPEAL PROCESS FOR NON-URGENT SERVICES AND DENIED CLAIMS</b>
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#### **Level 1. Informal Reconsideration**

**Your request:** You may obtain Informal Reconsideration of your denied request for a service if

- You have coverage with us,
- We denied your request for a covered service,
- You do not qualify for an expedited appeal, and
- You or your treating provider asks for Informal Reconsideration within 2 years of the date we first deny the requested service by calling, writing, or faxing your request to:

Name/Title: United Concordia Insurance Company of Arizona  
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106  
Phone: 1-800-332-0366  
Fax: 1-717-260-7029

**Claim for a covered service already provided but not paid for:** You may not obtain Informal Reconsideration of your denied request for the payment of a covered service. Instead, you may start the review process by seeking Formal Appeal.

**Our acknowledgement:** We have 5 business days after we receive your request for Informal Reconsideration ("the receipt date") to send you and your treating provider a notice that we got your request.

**Our decision:** We have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service [or pay your claim]. Within that same 30 days, we must send you and your treating provider our written decision. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

**If we deny your request:** You have 60 days to appeal to Level 2.

**If we grant your request:** The decision will authorize the service [or pay the claim] and the appeal is over.

**If we refer your case to Level 3:** We may decide to skip Level 1 and Level 2 and send your case straight to an independent reviewer at Level 3.

### **Level 2: Formal Appeal**

**Your request:** You may request Formal Appeal if: (1) we deny your request at Level 1, or (2) you have an unpaid claim and we did not provide a Level 1 review. After you receive our Level 1 denial, you or your treating provider must send us a written request within 60 days to tell us you are appealing to Level 2. If we did not provide a Level 1 review of your denied claim, you have 2 years from our first denial notice to request Formal Appeal. To help us make a decision on your appeal, you or your provider should also send us any more information (that you have not already sent us) to show why we should authorize the requested service or pay the claim. Send your appeal request and information to:

Name/Title: United Concordia Insurance Company of Arizona  
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106  
Phone: 1-800-332-0366  
Fax: 1-717-260-7029

**Our acknowledgement:** We have 5 business days after we receive your request for Formal Appeal ("the receipt date") to send you and your treating provider a notice that we got your request.

**Our decision:** For a denied service that you have not yet received, we have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service. For denied claims, we have 60 days to decide whether we should change our decision and pay your claim. We will send you and your treating provider our decision in writing. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

**If we deny your request or claim:** You have 60 days to appeal to Level 3.

**If we grant your request:** We will authorize the service or pay the claim and the appeal is over.

**If we refer your case to Level 3:** We may decide to skip Level 2 and send your case straight to an independent reviewer at Level 3.

### **Level 3: External, Independent Review**

**Your request:** You may appeal to Level 3 after you have appealed through Levels 1 and 2. You have 60 days after you receive our Level 2 decision to send us your written request for External Independent Review. Send your request and any more supporting information to:

Name/Title: United Concordia Insurance Company of Arizona  
Address: Customer Service Unit-Arizona Appeal, P.O. Box 69414, Harrisburg, PA 17106  
Phone: 1-800-332-0366  
Fax: 1-717-260-7029

Neither you nor your treating provider is responsible for the cost of any external independent review.

**The process:** There are two types of Level 3 appeals, depending on the issues in your case:

(1) Dental necessity

These are cases where we have decided not to authorize a service because we think the services you (or your treating provider) are asking for, are not dentally necessary to treat your problem. For dental necessity cases, the independent reviewer is a provider retained by an outside independent review organization (IRO), procured by the Arizona Insurance Department, and not connected with our company. For dental necessity cases, the provider must be a provider who typically manages the condition under review.

(2) Contract coverage

These are cases where we have denied coverage because we believe the requested service is not covered under your insurance policy. For contract coverage cases, the Arizona Insurance Department is the independent reviewer.

Dental Necessity Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of the request to the Director of Insurance, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all dental records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and clinical reasons for our decision; and the relevant portions of our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within 5 days of receiving our information, the Insurance Director must send all the submitted information to an external independent review organization (the "IRO").

Within 21 days of receiving the information, the IRO must make a decision and send the decision to the Insurance Director.

Within 5 business days of receiving the IRO's decision, the Insurance Director must mail a notice of the decision to you, your treating provider, and us.

**The decision (dental necessity):** If the IRO decides that we should provide the service or pay the claim, we must authorize the service or pay the claim. If the IRO agrees with our decision to deny the service or payment, the appeal is over. Your only further option is to pursue your claim in Superior Court.

Contract Coverage Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of your request to the Insurance Director, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all dental records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and any clinical reasons for our decision; and the relevant portions of our utilization review guidelines.

Within 15 business days of receiving this information, the Insurance Director must determine if the service or claim is covered, issue a decision, and send a notice to you, your treating provider, and us. If the Director decides that we should provide the service or pay the claim, we must do so.

**Referral to the IRO for contract coverage cases** The Insurance Director is sometimes unable to determine issues of coverage. If this occurs, the Insurance Director will forward your case to an IRO. The IRO will have 21 days to make a decision and send it to the Insurance Director. The Insurance Director will have 5 business days after receiving the Insurance decision to send the decision to us, you, and your treating provider.

**The decision (contract coverage):** If you disagree with the Insurance Director's final decision on a coverage issue, you may request a hearing with the Office of Administrative Hearings ("OAH"). If we disagree with the Director's determination of coverage issues, we may also request a hearing at OAH. Hearings must be requested within 30 days of receiving the coverage issue determination. OAH has rules that govern the conduct of their hearing proceedings.

### **Obtaining Dental Records**

Arizona law (A.R.S. §12-2293) permits you to ask for a copy of your dental records. Your request must be in writing and must specify who you want to receive the records. The health care provider who has your records will provide you or the person you specified with a copy of your records.

**Designated Decision-Maker:** If you have a designated health care decision-maker, that person must send a written request for access to or copies of your dental records. The dental records must be provided to your health care decision-maker or a person designated in writing by your health care decision-maker unless you limit access to your dental records only to yourself or your health care decision-maker.

**Confidentiality:** Dental records disclosed under A.R.S. §12-2293 remain confidential. If you participate in the appeal process, the relevant portions of your dental records may be disclosed only to people authorized to participate in the review process for the dental condition under review. These people may not disclose your dental information to any other people.

### **Documentation for an Appeal**

If you decide to file an appeal, you must give us any material justification or documentation for the appeal at the time the appeal is filed. If you gather new information during the course of your appeal, you should give it to us as soon as you get it. You must also give us the address and phone number where you can be contacted. If the appeal is already at Level 3, you should also send the information to the Department.

### **The Role of the Director of Insurance**

Arizona law (A.R.S. §20-2533(F)) requires "any member who files a complaint with the Department relating to an adverse decision to pursue the review process prescribed" by law. This means, that for appealable decisions, you must pursue the health care appeals process before the Insurance Director can investigate a complaint you may have against our company based on the decision at issue in the appeal.

The appeal process requires the Director to:

1. Oversee the appeals process.
2. Maintain copies of each utilization review plan submitted by insurers.
3. Receive, process, and act on requests from an insurer for External, Independent Review.
4. Enforce the decisions of insurers.
5. Review decisions of insurers.
6. Report to the Legislature.
7. Send, when necessary, a record of the proceedings of an appeal to Superior Court or to the Office of Administrative Hearings (OAH).
8. Issue a final administrative decision on coverage issues, including the notice of the right to request a hearing at OAH.

### **Receipt of Documents**

Any written notice, acknowledgment, request, decision, or other written document required to be mailed is deemed received by the person to whom the document is properly addressed on the fifth business day after being mailed. "Properly addressed" means your last known address.

### HEALTH CARE APPEAL REQUEST FORM

***You may use this form to tell your insurer you want to appeal a denial decision.***

Insured Member's Name \_\_\_\_\_ Member ID # \_\_\_\_\_  
Name of representative pursuing appeal, if different from above \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Phone # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of Denial:  Denied Claim  Denied Service Not Yet Received

Name of Insurer that denied the claim/service: \_\_\_\_\_

If you are appealing your insurer's decision to deny a service you have not yet received, will a 30 to 60 day delay in receiving the service likely cause a significant negative change in your health? If your answer is "Yes," you may be entitled to an expedited appeal. Your treating provider must sign and send a certification and documentation supporting the need for an expedited appeal.

What decision are you appealing? \_\_\_\_\_

*(Explain what you want your insurer to authorize or pay for.)*

Explain why you believe the claim or service should be covered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach additional sheets of paper, if needed.)*

If you have questions about the appeals process or need help to prepare your appeal, you may call the Department of Insurance Consumer Assistance number (602) 364-2499 or 1 (800) 325-2548, or United Concordia Insurance Company at 1-(888) 638-3384 (Customer Service Unit).

**Make sure to attach everything that shows why you believe your insurer should cover your claim or authorize a service, including:**  Medical records  Supporting documentation (letter from your doctor, brochures, notes, receipts, etc.) \*\*Also attach the certification from your treating provider if you are seeking expedited review.

\_\_\_\_\_  
Signature of insured or authorized representative

\_\_\_\_\_  
Date

**STATE OF ARIZONA HEALTH CARE APPEALS TRANSMITTAL FORM**

Mail to: *Health Care Appeals, Arizona Department of Insurance, 2910 N. 44<sup>th</sup> St., Suite 210, Phoenix, AZ 85018-7269*  
Questions to: *Health Care Appeals Hotline · Phone: (602) 364-2399 · Fax: (602) 364-2398*

1. Are you requesting an **Expedited** External Independent Review?  **Yes**  **No**

2. Was the denial based on:  **lack of medical necessity?**  **a coverage issue?**

3. **Attach legible copies of A through G. For medical necessity cases, attach 2 copies.**  
A. Copy of the insured's complete policy, certificate, evidence of coverage or similar document  
B. All medical records and supporting documentation used to render the decision  
C. Summary description of the applicable issues  
D. A statement of the utilization review agent's or insurer's decision  
E. The utilization review agent's or insurer's criteria used and the clinical reasons for the decision  
F. The relevant portions of the utilization review agent's utilization review plan  
G. The insured's or provider's letter or appeal form requesting the appeal, and all pertinent correspondence between the member/enrollee and the insurer

4. **Insured Member's Information:** Name \_\_\_\_\_  
Patient's name \_\_\_\_\_ Under 18?   
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone # (\_\_\_\_) \_\_\_\_\_ Member I.D. # \_\_\_\_\_

5. **Member's coverage is:**  
Group  Individual  HMO  PPO  POS  Self Funded  Fully Insured

6. **Insurer's Information:** Company Name \_\_\_\_\_  
Insurer's NAIC # \_\_\_\_\_  
Insurer's Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone # (\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_) \_\_\_\_\_  
Contact Person Name \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

7. **Treating Provider:** (List multiple providers on reverse)  
Name \_\_\_\_\_ Specialty \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Provider's Telephone # (\_\_\_\_) \_\_\_\_\_

8. **Utilization Review Agent:** Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone # (\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_) \_\_\_\_\_

9. **External Review requested by:** insured member  insurer  UR agent  Provider   
Date external review requested \_\_\_\_\_ Date of level 2 decision \_\_\_\_\_

10. **Decision to deny or not authorize service or claims was made by:**  
Insurance Company  HMO  UR Agent

11. **Completed by** \_\_\_\_\_  
Print Name & Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATE LAW PROVISIONS ADDENDUM**  
**TO**  
**CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Certificate and attached to and made part of the Certificate.

The subsection entitled "Conversion of Coverage" is added to the "Termination" section of the Certificate.

**TERMINATION- WHEN COVERAGE ENDS**

**Conversion Of Coverage**

The Company allows the Certificate Holder and his/her Dependents to continue their coverage without evidence of insurability. Under a Conversion Certificate of Insurance, if the Certificate Holder('s) or his/her Dependent('s) coverage under the Group Policy ends for any reason other than the following: (a) failure to pay any required contribution toward the cost of the dental benefits or (b) disenrollment by the Company due to Member fraud in the use of dental services or facilities, to convert coverage, the Certificate Holder or his/her Dependent(s) must make written application for him/herself and/or his/her Dependent(s) and pay the first three month's Premium to the Company within 31 days after termination of the Certificate Holder's and/or his/her Dependent's coverage under this Certificate. Coverage under the Conversion Certificate of Insurance becomes effective on the date the coverage under this Certificate terminates.

The following provision(s) is added to the "General Provisions" section(s) of the Certificate:

**GENERAL PROVISIONS**

This Certificate shall be construed for all purposes as a legal document and shall be interpreted and enforced in accordance with pertinent state laws and regulations of Arizona.

**UNITED CONCORDIA**  
**ADDENDUM**  
**TO**  
**GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

## **FEDERAL LAW SUPPLEMENT**

**TO**

## **CERTIFICATE OF INSURANCE**

This Supplement amends your Certificate by adding the following provisions regarding special enrollment periods and extended coverage requirements currently mandated or that may be mandated in the future under federal law.

You may enroll for dental coverage at any time for yourself and your dependents if:

- (1) You or your dependent either loses eligibility for coverage under Medicaid or the Children's Health Insurance Program ("CHIP"); or
- (2) You or your dependent becomes eligible for premium assistance from Medicaid or CHIP allowing enrollment in a benefit program.

In order to enroll, you must submit complete enrollment information to your group or its plan administrator within sixty (60) days from your or your dependent's loss of coverage or eligibility for premium assistance, as the case may be.

Other special enrollment periods and rights may apply to you or your dependents under new or existing federal laws. Consult your group, its plan administrator or your group's summary plan description for information about any new or additional special enrollment periods, enrollment rights or extended coverage periods for dependents mandated under federal law.

**United Concordia Life and Health Insurance Company**

a wholly owned subsidiary of United Concordia Companies, Inc.

4401 Deer Path Road, Harrisburg, PA 17110

**Concordia PPO<sup>sm</sup>**

**Group Name: State of Maryland PPO**

**Group Number: 842843000, 842843001,**

**Effective Date: July 1, 2013**

**842843002, 842843004, 842843006,**

**842843007, 842843008, 842843009**

	<b>Plan Pays</b>
<b>Class I Services</b>	
• Exams	<b>100%</b>
• All X-Rays	<b>100%</b>
• Cleanings & Fluoride Treatments	<b>100%</b>
• Sealants	<b>100%</b>
• Palliative Treatment (Emergency)	<b>100%</b>
<b>Class II Services</b>	
• Space Maintainers	<b>70%</b>
• Basic Restorative (Fillings, etc.)	<b>70%</b>
• Endodontics	<b>70%</b>
• Non-surgical Periodontics	<b>70%</b>
• Repairs of Crowns, Inlays, Onlays	<b>70%</b>
• Repairs of Bridges	<b>70%</b>
• Denture Repair	<b>70%</b>
• Simple Extractions	<b>70%</b>
• Surgical Periodontics	<b>70%</b>
• Complex Oral Surgery	<b>70%</b>
• General Anesthesia	<b>70%</b>
<b>Class III Services</b>	
• Inlays, Onlays, Crowns	<b>50%</b>
• Prosthetics (Bridges, Dentures)	<b>50%</b>
<b>Orthodontics</b>	
• Diagnostic, Active, Retention Treatment	<b>50%</b>
• Limited to Dependent children under the age of 26	

**Deductibles & Maximums**

- \$25 per Contract Year Deductible per Member (excluding Class I & Orthodontics) not to exceed \$75 per family
- \$750 per Contract Year Maximum per Member
- \$2000 Lifetime Maximum per Member for Orthodontics

**All services on this Schedule of Benefits are subject to the Schedule of Exclusions and Limitations. Consult Your Certificate for more details on the services listed.**

**Participating Dentists accept the Maximum Allowable Charge as payment in full.**

## SCHEDULE OF EXCLUSIONS AND LIMITATIONS

### EXCLUSIONS – DPPO Plan

Except as specifically provided in the Certificate, Schedules of Benefits or Riders to the Certificate, no coverage will be provided for services, supplies or charges:

1. Not specifically listed as a Covered Service on the Schedule of Benefits and those listed as not covered on the Schedule of Benefits.
2. Which are necessary due to patient neglect, lack of cooperation with the treating dentist or failure to comply with a professionally prescribed Treatment Plan.
3. Started prior to the Member's Effective Date or after the Termination Date of coverage with the Company, including, but not limited to multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures.
4. Services or supplies that are not deemed generally accepted standards of dental treatment.
5. For hospitalization costs.
6. For prescription or non-prescription drugs, vitamins, or dietary supplements.
7. Administration of nitrous oxide, general anesthesia and i.v. sedation, unless specifically indicated on the Schedule of Benefits.
8. Which are Cosmetic in nature as determined by the Company, including, but not limited to bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures.
9. Elective procedures including but not limited to the prophylactic extraction of third molars.
10. For the following which are not included as orthodontic benefits - retreatment of orthodontic cases, changes in orthodontic treatment necessitated by patient neglect, or repair of an orthodontic appliance.
11. For congenital mouth malformations or skeletal imbalances, including, but not limited to treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthognathic surgery including orthodontic treatment.
12. For dental implants including placement and restoration of implants unless specifically covered under a rider to the Certificate.
13. For oral or maxillofacial services including but not limited to associated hospital, facility, anesthesia, and radiographic imaging even if the condition requiring these services involves part of the body other than the mouth or teeth.
14. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under a Rider to the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.
15. For treatment of fractures and dislocations of the jaw.
16. For treatment of malignancies or neoplasms.
17. Services and/or appliances that alter the vertical dimension, including but not limited to, full mouth rehabilitation, splinting, fillings to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
18. Replacement of lost, stolen or damaged prosthetic or orthodontic appliances.
19. For broken appointments.
20. For house or hospital calls for dental services.
21. Replacement of existing crowns, onlays, bridges and dentures that are or can be made serviceable.
22. Preventive restorations in the absence of dental disease.
23. Periodontal splinting of teeth by any method.
24. For duplicate dentures, prosthetic devices or any other duplicative device.
25. For services determined to be furnished as a result of a prohibited referral. "Prohibited referral" means a referral prohibited by Section 1-302 of the Health Occupations Article. Prohibited referrals are referrals of a patient to an entity in which the referring dentist, or the dentist's immediate family: (a) owns a beneficial interest; or (b) has a compensation arrangement. The dentist's immediate family includes the spouse, child, child's spouse, parent, spouse's parent, sibling, or sibling's spouse of the dentist, or that dentist in combination.
26. For which in the absence of insurance the Member would incur no charge.
27. For plaque control programs, oral hygiene, and dietary instructions.

28. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the national guard or in the armed forces of any country or international authority.
29. For training and/or appliance to correct or control harmful habits, including, but not limited to, muscle training therapy (myofunctional therapy).
30. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service. Failure to furnish the claim within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible and, except in the absence of legal capacity of the Member, not later than 1 year from the time claim is otherwise required.
31. Which are not Dentally Necessary as determined by the Company.
32. For prosthetic services including but not limited to full or partial dentures or fixed bridges, if such services replace one or more teeth missing prior to the Member's eligibility under the Company.

For Group Policies issued and delivered in Maryland, this exclusion does not apply to prosthetic services placed five years after the Member's Effective Date for services.

## LIMITATIONS — DPPO Plan

The following services will be subject to limitations as set forth below:

1. Full mouth x-rays – one every five years.
2. One set(s) of bitewing x-rays per six months through age thirteen, and one set(s) of bitewing x-rays per twelve months for age fourteen and older.
3. Periodic oral evaluation – two per benefit accumulation period.
4. Limited oral evaluation (problem focused) – limited to one per dentist per twelve months.
5. Prophylaxis – two per benefit accumulation period. One (1) additional for Members under the care of a medical professional during pregnancy.
6. Fluoride treatment – two per benefit accumulation period.
7. Space maintainers - only eligible for Members through age eighteen when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not develop.
8. Prefabricated stainless steel crowns - one per tooth per lifetime for age fourteen years and younger.
9. Crown lengthening - one per tooth per lifetime.
10. Periodontal maintenance following active periodontal therapy – two per twelve months in addition to routine prophylaxis.
11. Periodontal scaling and root planing - one per two year period per area of the mouth.
12. Replacement of an existing:
  - filling with another filling – not within 12 months of placement.
  - single crown with another single crown - not within 5 years of placement.
  - inlay with another inlay, or with a single crown or onlay – not within 5 years of placement.
  - onlay with another onlay, or with a single crown - not within 5 years of placement.
  - buildup with another buildup - not within 5 years of placement.
  - post and core with another post and core - not within 5 years of placement.
13. Replacement of natural tooth/teeth in an arch – not within 5 years of placement of a fixed partial denture, full denture or partial removable denture.
14. Placement or replacement of single crowns, inlays, onlays, single and abutment buildups and post and cores, bridges, full and partial dentures – one within five years of their placement.
15. Denture relining, rebasing or adjustments - are included in the denture charges if provided within six months of insertion by the same dentist.
16. Subsequent denture relining or rebasing – limited to one every three year(s) thereafter.
17. Surgical periodontal procedures - one per two year period per area of the mouth.
18. Sealants - one per tooth per three year(s) through age fifteen on permanent first and second molars.
19. Pulpal therapy - through age five on primary anterior teeth and through age eleven on primary posterior molars.
20. Root canal treatment and retreatment – one per tooth per lifetime.
21. Recementations by the same dentist who initially inserted the crown or bridge during the first twelve months are included in the crown or bridge benefit, then one per twelve months thereafter; one per twelve months for other than the dentist who initially inserted the crown or bridge.
22. Contiguous surface posterior restorations not involving the occlusal surface will be payable as one surface restoration.
23. Posts are only covered as part of a post buildup.
24. An Alternate Benefit Provision (ABP) will be applied if a dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed for the ABP.

**United Concordia**  
**Rider to Schedule of Benefits**  
**Preventive Incentive®**

This Rider is effective on July 1, 2013 and is attached to and made a part of the Schedule of Benefits.

Benefits for the following services shown as covered on the Schedule of Benefits will not be counted toward accumulation of the program Maximum indicated on the Schedule of Benefits:

- Exams
- Cleanings (routine prophylaxis)
- All X-Rays
- Fluoride Treatments
- Sealants
- Palliative Treatment (Emergency)

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# United Concordia

## Rider to Schedule of Benefits and Schedule of Exclusions and Limitations

### Implantology

This Rider is effective on July 1, 2013 and is attached to and made a part of the Schedule of Benefits and Schedule of Exclusions and Limitations.

#### **SCHEDULE OF BENEFITS**

The Company will pay implantology benefits for eligible Members for the following Covered Services equal to 50% of the Maximum Allowable Charge.

#### **Implantology Services**

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##### **Surgical Services**

- D6010 surgical placement of implant body: endosteal implant
- D6040 surgical placement: eposteal implant
- D6050 surgical placement: transosteal implant
- D6100 implant removal, by report
- D6101 debridement of a periimplant defect and surface cleaning of exposed implant surfaces, including flap entry and closure.
- D6102 debridement and osseous contouring of a periimplant defect; includes surface cleaning of exposed implant surfaces and flap entry and closure.
- D6104 bone graft at time of implant placement

##### **Supporting Structures**

- D6055 connecting bar – implant supported or abutment
- D6056 prefabricated abutment – includes modification and placement
- D6057 custom fabricated abutment – includes placement

##### **Implant/Abutment Supported Removable Dentures**

- D6053 implant/abutment supported removable denture for completely edentulous arch
- D6054 implant/abutment supported removable denture for partially edentulous arch

##### **Implant/Abutment Supported Fixed Dentures (Hybrid Prosthesis)**

- D6078 implant/abutment supported fixed denture for completely edentulous arch
- D6079 implant/abutment supported fixed denture for partially edentulous arch

##### **Single Crowns, Abutment Supported**

- D6058 abutment supported porcelain/ceramic crown
- D6059 abutment supported porcelain fused to metal crown (high noble metal)
- D6060 abutment supported porcelain fused to metal crown (predominantly base metal)
- D6061 abutment supported porcelain fused to metal crown (noble metal)
- D6062 abutment supported cast metal crown (high noble metal)
- D6063 abutment supported cast metal crown (predominantly base metal)
- D6064 abutment supported cast metal crown (noble metal)
- D6094 abutment supported crown – (titanium)

##### **Single Crowns, Implant Supported**

- D6065 implant supported porcelain/ceramic crown
- D6066 implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)
- D6067 implant supported metal crown (titanium, titanium alloy, high noble metal)

**Fixed Partial Denture, Abutment Supported**

- D6068 abutment supported retainer for porcelain/ceramic FPD
- D6069 abutment supported retainer for porcelain fused to metal FPD (high noble metal)
- D6070 abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
- D6071 abutment supported retainer for porcelain fused to metal FPD (noble metal)
- D6072 abutment supported retainer for cast metal FPD (high noble metal)
- D6073 abutment supported retainer for cast metal FPD (predominantly base metal)
- D6074 abutment supported retainer for cast metal FPD (noble metal)
- D6194 abutment supported retainer crown for FPD – (titanium)

**Fixed Partial Denture, Implant Supported**

- D6075 implant supported retainer for ceramic FPD
- D6076 implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)
- D6077 implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)

**Other Repair Procedures**

- D7950 osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla – autogenous or nonautogenous, by report
- D7951 sinus augmentation with bone or bone substitutes via a lateral open approach
- D7953 bone replacement graft for ridge preservation – per site

**Deductible(s)**

The annual Deductibles indicated on the Schedule of Benefits will be applied to implantology services.

**Maximum(s)**

The annual Maximum indicated on the Schedule of Benefits will be applied to implantology services.

**Waiting Period(s)**

No Waiting Period will be applied to implantology services.

**SCHEDULE OF EXCLUSIONS AND LIMITATIONS**

The Schedule of Exclusions and Limitations is amended as follows:

**Exclusions**

Any exclusions relating to implantology services are deleted.

## Limitations

The following limitation does not apply to the above listed implantology procedures:

An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist.

The following limitations are added to the Schedule of Exclusions and Limitations:

Implantology services are limited to one (1) per tooth per lifetime.

Implantology services are limited to Member's age eighteen (18) and older.

- D6101 debridement of a periimplant defect and surface cleaning of exposed implant surfaces, including flap entry and closure are limited to once per lifetime for ages 18 and older.
- D6102 debridement and osseous contouring of a periimplant defect; includes surface cleaning of exposed implant surfaces and flap entry and closure are limited to once per lifetime for ages 18 and older.
- D6104 bone graft at time of implant placement are limited to once per lifetime for ages 18 and older.

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